



10370 Richmond Avenue, Ste 850
(281) 805-7169 (main line) Houston, Texas 77042
<https://www.mosaicparadigm.com>

(281) 805-7172 (fax)

July 7, 2023

Via Electronic Mail and CMRRR Tracking No. 7020 1290 0001 1380 1595

Binder Science LLC

Attn.: Tom Wentzler

tomwentzler@binderscience.com

9391 Grogans Mill Road, Suite A-1

The Woodlands, Texas 77380

Re: Purchase Order Nos. 0201202209TW, 0422202202TG, 0422202203TG, 0201202201TW, 0609202202TG, 0505202203TG, 0505202202TG, 0511202201TG, 0330202307TG, 0330202305TG, 0330202306TG, 0330202302TG, and 0330202301TG, together with corresponding invoices; Past Due Balance Owed to Dragon Stone Energy, Ltd.: \$7,815,700.00

LETTER OF REPRESENTATION & FINAL DEMAND FOR PAYMENT

Dear Mr. Wentzler:

Please be advised that our firm has been retained by Dragon Stone Energy Ltd. ("DSE") in connection with the above-referenced matter. I am writing today in connection with \$7,815,700.00 in past due invoices owed to my client as of July 7, 2023. Kindly forward this correspondence to your legal counsel, and direct all future communications concerning this matter to our office.

As you know, beginning in or around February 1, 2022, and continuing thereafter, Binder Science, LLC ("Binder Science") contracted with DSE to purchase oilfield chemicals ("Goods") pursuant to various purchase orders and related documents (collectively, "Agreements"). Under the Agreements, DSE was to deliver certain Goods. In turn, Binder Science was obligated to pay DSE *in full* within sixty (60) calendar days from the date of delivery. DSE performed its obligation under the Agreements by delivering Goods to Binder Science. DSE issued corresponding invoices requesting payment. However, Binder Science failed to make payments to DSE when due. Such actions by Binder Science are a clear breach of the Agreements between

DSE became reasonably concerned by Binder Science's accumulating debt in the millions of dollars. The parties went back and forth on demands for payment from DSE and delays from Binder Science. Although Binder Science has made some payments on the subject invoices, which

EXHIBIT 2



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payments DSE has already credited to Binder Science's account, such payments represented only a small portion of the debt that has come due, causing DSE to reconsider future sales to Binder Science.

On or about March 24, 2023, Binder Science acknowledged its obligation to DSE and induced DSE to continue selling the Goods to Binder Science by offering to settle its past-due debt. Binder Science proposed that it would make a payment to DSE of \$500,000.00 by March 24, 2023, and weekly payments of \$500,000.00 thereafter until the outstanding balance owed to DSE at that point was paid in full. DSE accepted this proposal, thus creating a settlement agreement as to invoices outstanding through March 23, 2023 ("Settlement Agreement"). Relying on this settlement of past due invoices as of the date of the meeting, DSE continued to supply Binder Science with Goods to its detriment. Binder Science failed to make payments as agreed, thus breaching the Settlement Agreement. Should Binder Science now deny the settlement agreement, Binder Science has arguably committed fraud.

On May 4, 2023, the parties met at the offices of Binder Science to discuss Binder Science's breach, as well as additional invoices that had come due but were unpaid. Binder Science again acknowledged its obligation to DSE and offered to cure its default by making weekly payments to DSE of at least \$350,000.00 but up to \$1,000,000.00 beginning on May 4, 2023, until all outstanding amounts as of that date were paid in full. Binder Science stated it would confirm the amount of the exact payment to be made in writing on the week prior to payment. DSE agreed.

Relying on Binder Science's representations and assurances, DSE continued to supply Binder Science with Goods to its detriment. Binder Science again failed to make payments as agreed, thus breaching the modified Settlement Agreement. On June 12, 2023, Binder Science again acknowledged its obligation to DSE and again offered to cure its default by making payments to DSE of \$300,000.00 on June 12, 2023; \$200,000.00 on June 13, 2023; and \$350,000.00 at 3:00 p.m. every Friday beginning on June 23, 2023, until all outstanding amounts as of that date were paid in full. Every two weeks, the parties would convene to discuss whether increasing these payments to \$500,000.00 would be feasible. DSE agreed. On June 30, 2023, Binder Science breached this agreement as well and has failed to cure the same, to date.

Considering Binder Science's misconduct outlined above, I have been authorized by DSE to extend a demand for payment in the amount of **SEVEN MILLION EIGHT HUNDRED AND TWENTY THOUSAND AND SEVEN HUNDRED DOLLARS AND 00/100 CENTS (\$7,820,700.00)**, which amount is broken down as follows:



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1. \$7,815,700.00, which represents the unpaid amount on only past due invoices, to date¹; and
2. An additional \$5,000.00 for reasonable and necessary attorney's fees incurred by DSE to engage our firm to demand payment on this past due account, which fees continue to accrue.

Binder Science shall make payment *in full* directly to DSE **on or before July 20, 2023**, as follows:

DRAGON STONE ENERGY LTD.

Account #: 2377836
Routing #: 071000288
Swift Code: HATRUS44

This correspondence constitutes a FINAL DEMAND for Binder Science to remedy the foregoing dispute, failing which DSE will *immediately* commence legal action and seek all relief to which it is entitled in law and in equity. According to our analysis, this demand represents tremendous savings to Binder Science given its potential exposure to liability for breach of contract or fraud and associated attorney's fees. You are hereby advised that in no event shall this demand, any payment on past due invoices, or any settlement of past due invoices be construed as a settlement of invoices that have been issued by DSE but have not come due as of the date of this demand. Furthermore, nothing herein should be construed to be a waiver of any of DSE's rights, remedies, claims, or defenses whatsoever.

Should you have any questions or concerns, please do not hesitate to contact me at the office, (281) 805-7169, or via email at hghafoor@mp-lg.com. Your prompt attention to this matter is greatly appreciated.

Warmest regards,

A handwritten signature in blue ink, appearing to read "Henna Ghafoor", is written over a light blue rectangular background.

Henna Ghafoor
Attorney at Law

cc: Tyler Gideon (tgideon@binderscience.com)
Kevin Cunningham (KCunningham@binderscience.com)

¹ Exhibit 1, Summary of Invoices (past due invoices have been highlighted).



Binder Science LLC Invoice Statement Jul 7, 2023

Date	Invoice No.	PO#	PO Date	Amount	Due Date	Today Date	Age	Note
2022-11-09	DS202211090	0422202203TG	Feb 1 2022	518,000.00	2023-01-08	2023-07-07	240	267,600.00 USD payment split (350,000 USD payment on June 20 2023) /250,400.00 balance
		0422202202TG	Feb 1 2022					
2022-11-17	DS202211170	0201202203TW	Feb 1 2022	790,000.00	2023-01-16	2023-07-07	232	
		0422202202TG	Feb 1 2022					
2022-11-30	DS202211300	0422202202TG	Feb 1 2022	761,200.00	2023-01-29	2023-07-07	219	
		0201202201TW	Feb 20 2022					
		0609202202TG	June 9 2022					
2022-12-07	DS202212070	0201202209TW	Feb 1 2022	618,800.00	2023-02-05	2023-07-07	212	
		0422202202TG	Feb 1 2022					
		0201202201TW	Feb 20 2022					
		0609202202TG	June 9 2022					
2022-12-14	DS202212140	0422202202TG	Feb 1 2022	567,200.00	2023-02-12	2023-07-07	205	
		0201202201TW	Feb 20 2022					
		0609202202TG	June 9 2022					
2022-12-21	DS202212210	0201202209TW	Feb 1 2022	506,000.00	2023-02-19	2023-07-07	198	
		0422202202TG	Feb 1 2022					
		0201202201TW	Feb 20 2022					
		0609202202TG	June 9 2022					
2022-12-28	DS202212280	0505202202TG	May 5 2022	170,060.00	2023-02-26	2023-07-07	191	
		0201202201TW	Feb 20 2022					
2023-01-05	DS202301050	0505202203TG	May 5 2022	324,800.00	2023-03-06	2023-07-07	183	
		0505202202TG	May 5 2022					
2023-01-11	DS202301110	0505202203TG	May 5 2022	406,000.00	2023-03-12	2023-07-07	177	
		0505202202TG	May 5 2022					
2023-01-19	DS202301190	0505202203TG	May 5 2022	271,600.00	2023-03-20	2023-07-07	169	
		0505202202TG	May 5 2022					
2023-01-26	DS202301260	0505202203TG	May 5 2022	271,600.00	2023-03-27	2023-07-07	162	
		0505202202TG	May 5 2022					
2023-02-01	DS202302010	0505202203TG	May 5 2022	265,040.00	2023-04-02	2023-07-07	156	
		0505202202TG	May 5 2022					
2023-02-08	DS202302080	0505202203TG	May 5 2022	75,200.00	2023-04-09	2023-07-07	149	
		0505202202TG	May 5 2022					
2023-02-17	DS202302170	0505202203TG	May 5 2022	158,800.00	2023-04-18	2023-07-07	140	
		0505202202TG	May 5 2022					
2023-02-23	DS202302230	0505202203TG	May 5 2022	158,800.00	2023-04-24	2023-07-07	134	
		0505202202TG	May 5 2022					
2023-03-02	DS202303020	0505202203TG	May 5 2022	118,400.00	2023-05-01	2023-07-07	127	
		0505202202TG	May 5 2022					
2023-03-08	DS202303080	0505202203TG	May 5 2022	196,400.00	2023-05-07	2023-07-07	121	
		0505202202TG	May 5 2022					
2023-03-16	DS202303160	0511202201TG	May 5 2022	323,200.00	2023-05-15	2023-07-07	113	
2023-03-23	DS202303230	0511202201TG	May 5 2022	323,200.00	2023-05-22	2023-07-07	106	
		0330202203TG	Mar 30 2023					
2023-03-30	DS202303300	0330202203TG	Mar 30 2023	460,200.00	2023-05-29	2023-07-07	99	
		0330202202TG	Mar 30 2023					
		0330202201TG	Mar 30 2023					
2023-04-05	DS202304050	0330202203TG	Mar 30 2023	273,600.00	2023-06-04	2023-07-07	93	
		0330202202TG	Mar 30 2023					
2023-04-11	DS202304110	0330202203TG	Mar 30 2023	270,400.00	2023-06-10	2023-07-07	87	
		0330202202TG	Mar 30 2023					
2023-04-19	DS202304190	0330202203TG	Mar 30 2023	254,800.00	2023-06-18	2023-07-07	79	
		0330202202TG	Mar 30 2023					
2023-05-10	DS202305100	0330202203TG	Mar 30 2023	284,800.00	2023-07-09	2023-07-07	58	
2023-05-18	DS202305180	0330202203TG	Mar 30 2023	341,560.00	2023-07-17	2023-07-07	50	
2023-05-24	DS202305240	0330202203TG	Mar 30 2023	283,200.00	2023-07-23	2023-07-07	44	
2023-06-08	DS202306080	0330202203TG	Mar 30 2023	284,800.00	2023-08-07	2023-07-07	29	